

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM506776

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Davos Brands LLC		11/30/2017	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Aviation Gin LLC		
Street Address:	381 Park Avenue South, Suite 1015		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10016		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3953967	AVIATION	
Registration Number:	4436101	AVIATION AMERICAN GIN	
CORRESPONDENCE DATA			
Fax Number:	2123368001		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	2123368000		
Email:	ptodocket@arelaw.com		
Correspondent Name:	Douglas A. Miro, Esq., AR&E LLP		
Address Line 1:	90 Park Avenue		
Address Line 4:	New York, NEW YORK 10016		
NAME OF SUBMITTER:	Douglas A. Miro, Esq.		
SIGNATURE:	/Douglas A. Miro, Esq./		
DATE SIGNED:	01/22/2019		
Total Attachments: 5			
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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT, dated as of November 30, 2017 (this "Assignment"), is made by and between DAVOS BRANDS LLC, a Delaware limited liability company ("Assignor"), and AVIATION GIN LLC, a Delaware limited liability company ("Assignee"). Capitalized but undefined terms herein shall have the meaning set forth in the Contribution Agreement (as defined below).

WHEREAS, Assignor and Assignee are parties to that certain Contribution Agreement (the "Contribution Agreement") of even date herewith, pursuant to which Assignor has agreed to contribute to Assignee, among other things, all of Assignor's right, title and interest in and to all trademarks listed on Schedule A hereto owned by Assignor relating to the Aviation Gin Brand (collectively, the "Trademarks").

WHEREAS, this Assignment is executed and delivered pursuant to, and as required by, the Contribution Agreement.

NOW, THEREFORE, pursuant to the terms and conditions of the Contribution Agreement, and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee agree as follows:

1. Assignor hereby contributes, grants, assigns, transfers, and delivers to Assignee, free and clear of all liens, all rights, title and interest of Assignor in and to the Trademarks and such other trademarks as may be used exclusively in connection with the Aviation Gin Brand but are not included in Schedule 1(a) of the Disclosure Schedule to the Contribution Agreement through oversight or inadvertence, together with the goodwill of Assignor's business appurtenant thereto and/or symbolized thereby, all income, royalties, damages and payments now or hereafter due or payable in respect of the Trademarks, and all causes of action (either in law or in equity) and the right to sue, counterclaim, and recover for past, present and future infringement and/or dilution of the Trademarks and the rights thereto.

2. Assignor, at Assignee's expense, shall as promptly as possible execute all documents and assist in all proceedings to perfect, register or record the rights of the Assignee to the Trademarks as may be required by the intellectual property registration authorities in the jurisdictions in which such Trademarks are registered or are being prosecuted to registration, including jurisdictions in which transfers are pending, and such other documents or assistance as Assignee may reasonably deem necessary.

3. This Assignment shall be construed, performed and enforced in accordance with, and governed by, the laws of the State of New York.

4. In the event that any provision of this Assignment shall be construed to conflict with a provision of the Contribution Agreement, the provision in the Contribution Agreement shall be deemed controlling.

5. This Assignment may be executed in one or two counterparts, each of which shall be deemed an original. Facsimile or other printable electronic signatures (e.g., PDF file transmission) shall be deemed to have the same effect as an original signature.

IN WITNESS WHEREOF, the undersigned have executed this Trademark Assignment as of the date first written above.

ASSIGNOR:

DAVOS BRANDS LLC


By: 

Name: Andrew T. Chrisomalis

Title: Chief Executive Officer

ASSIGNEE:

AVIATION GIN LLC

By: 

Name: Andrew T. Chrisomalis

Title: Chief Executive Officer

[Signature Page to Trademark Assignment]

SCHEDULE A

Trademarks

AVIATION

AVIATION
: AMERICAN GIN :





EL BART

EL BART GIN

Trademark Registrations with a Foreign or Domestic Regulatory Body

Trademark	Country	Application Number	Registration Date	Registration Number
AVIATION	Australia	1565336	Jan. 7, 2014	1163801
AVIATION	Canada	1776942	May 23, 2017	TMA 971506
AVIATION	Colombia	SD2016/002365 6	N/A	Pending Application
AVIATION	European Union	1163801	May 28, 2013	1163801
AVIATION	Guatemala	2013-011939	Aug. 27, 2014	199498
AVIATION	USA	85089518	May 3, 2011	3953967
AVIATION	WIPO	1163801	May 28, 2013	1163801
AVIATION : AMERICAN GIN :	Australia	1566514	Oct. 3, 2013	1164623
AVIATION : AMERICAN GIN :	European Union	1164623	May 28, 2013	1164623
AVIATION : AMERICAN GIN :	USA	85896294	Nov. 19, 2013	4436101

	WIPO	1164623	May 28, 2013	1164623
	USA	85201902	July 26, 2011	4002354
EL BART	USA	86639405	N/A	Pending (Allowed) Application

Schedule A-2